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TELECOPY COVER SHEET

TO: Mary McCall

ON: April 19, 1995  
at

(Date) (Time)

FIRM: WAIS, Inc.

CLIENT NO.: 15123.000

CITY/STATE: San Francisco, CA

CLIENT NAME: WAIS, Inc.

OFFICE #: 415-356-5400

WSGR OPERATOR:

TELECOPY #: 415-356-5444  
ATTENTION: USE THIS FAX NO. ONLY

XX ATTENTION: NOTIFY  
RECIPIENT  
BEFORE  
SENDING

FROM: Christopher J. Younger

Ext. 4543

LOCATION: PC 1-1

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 4

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MESSAGE:

Please see attached.

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Section 2.1

WAIS is qualified to <sup>do?</sup> business as a foreign corporation in Maryland.

Section 2.2.2

See Section 2.5

Section 2.3

WAIS Shareholders	Number of Shares Held
Brewster Kahle	7,500,000 Shares of Common Stock
WS Investment Company 95A	22,500 Shares of Common Stock
Allen L. Morgan	2,500 Shares of Common Stock

WAIS Optionholders	Number of Options Held
Dan Aronson	36,000
Dan Aronson	54,000
Dia Cheney	7,500
John Duhring	300,000
John Duhring	150,000
Bill Dunn	75,000
Bruce Gilliat	300,000
Cyndy Miller-Riley	30,000
Harry Morris	396,000
Kevin Oliveau	90,000
Will Tuthill	15,000
Larry Steinberg	30,000
Mary McCall	22,500
Claude Devarenne	15,000
Marion D. Esanu	15,000
Norman Brodesser	12,000
Kevin Garrett	7,500
Miekle Syme-Hall	30,000
Nicholas M. Scharf	300,000
Tom Ajayebi	22,500

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Total Number of Optionable Shares	1,908,000
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## Section 2.5

Section 5.2 ("Termination") of the Software Development and License Agreement between WAIS and America Online, Inc., dated December 19, 1994, provides that either party to the Agreement may terminate the contract immediately upon any "change in control" of the other party, which includes the transactions contemplated hereby.

Section 8(c) of the Internet Distribution Agreement between Dow Jones & Company, Inc. and WAIS provides that in the event of a change in voting control of WAIS, WAIS shall notify Dow Jones within 10 days of the effectiveness of such change in control. If, in the reasonable discretion of Dow Jones, the party to whom control of WAIS has been transferred is either a competitor of WAIS or is of unsound financial condition, Dow Jones may, within 30 days of its receipt of such notice, terminate this contract upon at least 60 days' prior notice.

Section 6(b) of the Agreement between WAIS and Ensemble Information Systems, Inc., dated November 23, 1994, provides in the event either party to the contract is acquired by a third party, the other party may terminate the agreement within 30 days of following the closing of such acquisition.

Section 10.3(e) of the Agreement between WAIS and Fujitsu Limited, dated August 26, 1994, provides that either party to the Agreement may terminate the contract upon the occurrence of any transaction in which 50% or more of the voting power of the other party is disposed.

Section 17.6 of the Development and Distribution Agreement between WAIS and Fulcrum Technologies, Inc., dated June 18th, 1994, provides that no party to the agreement may assign the contract without the prior written consent of the other party. An acquisition of either party by a third party is deemed to result in an assignment of the contract to the acquiror.

Section 11 of the Office Building Lease between WAIS and the Washington Real Estate Investment Trust, dated November 29, 1994, provides that WAIS shall not issue, sell, give, assign, hypothecate, deliver or transfer any of its shares of stock without the express written consent of the Lessor (the Washington Real Estate Investment Trust).

In each of the WAIS's contracts with agencies of the United States Government, or a prime contractor to the United States Government, WAIS has not requested that the opposing party novate the contract to account for the transactions contemplated hereby. WAIS has been advised that such novation is necessary, and that with respect to any of the contracts listed below, the opposing contracting party may terminate the contract for default, which may require that WAIS refund amounts paid for services not yet rendered, and under certain circumstances, pay a penalty for not obtaining a novation prior to the acquisition.

**Section 2.12**

[To be provided.]

**Section 2.15.3**

**1994 Stock Option Plan**